

**ASX ANNOUNCEMENT**

**11 December 2024**

**Scheme becomes Effective**

Capitol Health Limited ACN 117 391 812 (ASX: CAJ) (**Capitol**) announces that the scheme of arrangement under which Integral Diagnostics Limited ACN 130 832 816 (ASX: IDX) (**IDX**) will acquire all of the issued shares in Capitol is now legally effective.

Further to Capitol's announcement made yesterday, Capitol confirms that it today lodged a copy of the orders made by the Federal Court of Australia (**Court**) with the Australian Securities and Investments Commission (**ASIC**) pursuant to the Corporations Act 2001 (Cth).

A copy of the Court orders lodged with ASIC is attached to this announcement.

**Suspension of trading on ASX**

The Scheme is now Effective, and it is expected that quotation of Capitol Shares on the ASX will be suspended from the close of trading today.

**Payment of Scheme Consideration**

Capitol Shareholders (other than Ineligible Shareholders who have not made a valid election) will receive 0.12849 IDX shares for every one Capitol Share held at the Scheme Record Date (being 7.00pm on Friday, 13 December 2024 (AEDT)) on the implementation date (currently expected to be Friday, 20 December 2024).

The above dates are indicative only and the included times and dates are subject to change. Capitol will announce any changes to the ASX.

**Shareholder Queries**

If Capitol Shareholders have any questions in relation to the Scheme, they are encouraged to contact the Company on +61 3 9348 3333, Monday to Friday (excluding public holidays), between 8.30am and 5.00pm (AEDT).

If Capitol Shareholders have any questions in relation to their shareholding, they are encouraged to contact Capitol's Share Registry, Computershare, on 1300 850 505 (within Australia) or +61 3 9415 4000 (outside Australia), Monday to Friday (excluding public holidays), between 8.30am and 5.00pm (AEDT).

Capitalised terms used but not defined in this letter have the defined meanings set out in the Scheme Booklet, unless the context otherwise requires.

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For further information, please contact:

Melanie Leydin  
Company Secretary  
T: (03) 9692 7222  
E: [Melanie.leydin@vistra.com](mailto:Melanie.leydin@vistra.com)

This announcement is authorised for release to the market by the Board of Directors.

**About Capitol Health**

Capitol Health is a leading provider of diagnostic imaging and related services to the Australian healthcare market. Headquartered in Melbourne, Victoria, the Company owns and operates clinics throughout Victoria, Tasmania, South Australia and Western Australia. The Company's operational focus is on delivering a community-based infrastructure for radiologists and related medical practitioners to deliver optimal, efficient, accurate healthcare service outcomes for its patients.



Federal Court of Australia

District Registry: Victoria Registry

Division: General

No: VID810/2024

**CAPITOL HEALTH LIMITED (ACN 117 391 812)**

Plaintiff

## **ORDER**

**JUDGE:** Justice Beach

**DATE OF ORDER:** 10 December 2024

**WHERE MADE:** Melbourne

### **OTHER MATTERS:**

- A. There has been produced to the Court a statement in writing by the Australian Securities and Investments Commission (ASIC) in accordance with s 411(17)(b) of the *Corporations Act 2001* (Cth) (Corporations Act) that ASIC has no objection to the proposed Scheme of Arrangement between the plaintiff (Capitol) and its members referred to in this Order.

### **THE COURT ORDERS THAT:**

1. Pursuant to s 411(6) of the Corporations Act, the Scheme of Arrangement between Capitol and its members in the form set out in Annexure A to the Orders of the Court made on 24 September 2024 and agreed to by Capitol shareholders at the meeting held on 2 December 2024 be altered as shown in the tracked changes in Annexure A to these Orders, with that Scheme of Arrangement as so altered being set out in Annexure B to these Orders (Scheme).
2. Pursuant to ss 411(4)(b) and 411(6) of the Corporations Act, the Scheme be and is hereby approved.
3. Pursuant to s 411(12) of the Corporations Act, Capitol be exempted from compliance with s 411(11) of the Corporations Act in respect of the Scheme.



Date orders authenticated: 10 December 2024

*Sia Lagos*  
Registrar

Note: Entry of orders is dealt with in Rule 39.32 of the *Federal Court Rules 2011*.



## Annexure A

Agreed form

# Scheme of arrangement

Capitol Health Limited

Scheme Shareholders

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## Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

**Capitol Health Limited**

ACN 117 391 812 of Level 2, 228 Victoria Parade, East  
Melbourne VIC 3002

The **Scheme Shareholders**

### 1 Definitions, interpretation and scheme components

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#### 1.1 Definitions

The meanings of the terms used in this Scheme are set out below.

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
ASX	ASX Limited ACN 008 624 691 and, where the context requires, the financial market that it operates.
Business Day	a day that is not a Saturday, Sunday or a public holiday or bank holiday in Melbourne or Sydney.
Capitol	Capitol Health Limited ACN 117 391 812.
Capitol Registry	Computershare Investor Services Pty Limited ACN 078 279 277.
Capitol Share	a fully paid ordinary share in the capital of Capitol.



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1 Definitions, interpretation and scheme components

Term	Meaning
<b>Capitol Shareholder</b>	a person who is registered as the holder of a Capitol Share in the Share Register.
<b>CHESS</b>	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd ACN 008 504 532 and ASX Clear Pty Limited ACN 001 314 503.
<b>CHESS Holding</b>	has the meaning given in the Settlement Rules.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Court</b>	the Federal Court of Australia or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Capitol and IDX.
<b>Deed Poll</b>	the deed poll under which IDX agrees in favour of the Scheme Shareholders to perform the obligations attributed to IDX under this Scheme.
<b>Effective</b>	when used in relation to this Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to this Scheme.
<b>Effective Date</b>	the date on which this Scheme becomes Effective.
<b>End Date</b>	the date that is 9 months after the date of the Implementation Deed, or such other date as agreed between IDX and Capitol.
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.
<b>IDX</b>	Integral Diagnostics Limited ACN 130 832 816.
<b>IDX Register</b>	the register of shareholders maintained by IDX or its agent.



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1 Definitions, interpretation and scheme components

Term	Meaning
IDX Registry	Computershare Investor Services Pty Limited ACN 078 279 277.
IDX Share	a fully paid ordinary share in IDX.
Implementation Date	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as agreed in writing by Capitol and IDX.
Implementation Deed	the merger implementation deed dated 18 July 2024 between Capitol and IDX relating to the implementation of this Scheme.
Ineligible Foreign Shareholder	a Scheme Shareholder whose address shown in the Share Register on the Scheme Record Date is a place outside Australia and its external territories or New Zealand, unless IDX determines that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New IDX Shares when this Scheme becomes Effective.
Issuer Sponsored Holding	has the meaning given in the Settlement Rules.
Market Value	in relation to New IDX Shares, the volume weighted average price of IDX Shares traded on ASX during the 5 trading days <del>before</del> after the <a href="#">Implementation Second Court</a> Date, as advised by IDX.
New IDX Share	an IDX Share to be issued to Scheme Shareholders under the Scheme.
Registered Address	in relation to a Capitol Shareholder, the address shown in the Share Register as at the Scheme Record Date.
Sale Agent	the sale agent appointed by IDX, to sell the New IDX Shares that are to be issued under clause 5.3(a)(1) of this Scheme.
Scheme	this scheme of arrangement under Part 5.1 of the Corporations Act between Capitol and the Scheme Shareholders, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by Capitol and IDX.



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1 Definitions, interpretation and scheme components

Term	Meaning
<b>Scheme Consideration</b>	for each Capitol Share held by a Scheme Shareholder as at the Scheme Record Date, 0.12849 New IDX Shares, subject to the terms of this Scheme.
<b>Scheme Meeting</b>	the meeting of the Capitol Shareholders ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	7.00pm on the second Business Day after the Effective Date or such other time as agreed in writing by Capitol and IDX.
<b>Scheme Shareholder</b>	a Capitol Shareholder as at the Scheme Record Date.
<b>Scheme Shares</b>	all Capitol Shares held by the Scheme Shareholders as at the Scheme Record Date.
<b>Scheme Transfer</b>	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of IDX as transferee, which will be a master transfer of all or part of the Scheme Shares.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned application or appeal is heard.
<b>Settlement Rules</b>	the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd ACN 008 504 532.
<b>Share Register</b>	the register of members of Capitol maintained by Capitol or the Capitol Registry in accordance with the Corporations Act.
<b>Unmarketable Parcel Shareholder</b>	a Scheme Shareholder who, based on their holding of Scheme Shares would, on implementation of the Scheme, be entitled to receive less than a marketable parcel (as that term is defined in the ASX Listing Rules) of New IDX Shares (assessed by reference to the price of IDX Shares on ASX at the close of trade on the trading day prior to the Scheme Record Date) as Scheme Consideration.



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1 Definitions, interpretation and scheme components

## 1.2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or reenactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Melbourne, Victoria;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1.1, has the same meaning when used in this Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (p) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (q) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (r) if an act prescribed under this Scheme to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day; and



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2 Preliminary matters

- (s) a reference to the Operating Rules or the Settlement Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

### 1.3 Interpretation of inclusive expressions

Specifying anything in this Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### 1.4 Reasonable endeavours

Any provision of this Scheme that requires a party to use reasonable endeavours or all reasonable endeavours, or to take all steps reasonably necessary, to ensure that something is performed or occurs or does not occur does not include any obligation:

- (a) to procure absolutely that that thing is done or happens;
- (b) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person:
  - (1) in the form of an inducement or consideration to a third party; or
  - (2) in circumstances that are commercially onerous or unreasonable in the context of this Scheme,except for payment of any applicable fee for the lodgement or filing of any relevant application with any Government Agency or immaterial costs to procure that the thing is performed or occurs or does not occur;
- (c) to agree to commercially onerous or unreasonable terms in the context of this Scheme; or
- (d) to commence any legal action or proceeding against any person.

### 1.5 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

## 2 Preliminary matters

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- (a) Capitol is a listed public company limited by shares, registered in Western Australia, Australia, and has been admitted to the official list of the ASX. Capitol Shares are quoted for trading on the ASX.
- (b) IDX is a listed public company limited by shares, registered in Victoria, Australia, and has been admitted to the official list of the ASX and the IDX Shares are quoted for trading on the ASX.
- (c) Capitol and IDX have agreed, by executing the Implementation Deed, to implement this Scheme.
- (d) If this Scheme becomes Effective:
  - (1) IDX must provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with this Scheme and the Deed Poll; and



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3 Conditions

- (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to IDX and Capitol will enter the name of IDX in the Share Register in respect of the Scheme Shares.
- (e) This Scheme attributes actions to IDX but does not itself impose an obligation on it to perform those actions. IDX has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders, subject to the Scheme becoming Effective.

### 3 Conditions

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#### 3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in clause 3.1(f) of the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms as at 8.00 am on the Second Court Date;
- (c) approval of this Scheme by the Court under paragraph 411(4)(b) of the Corporations Act, including with any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by Capitol and IDX;
- (d) such other conditions made or required by the Court under subsection 411(6) of the Corporations Act in relation to this Scheme and agreed to in writing by Capitol and IDX having been satisfied or waived; and
- (e) the orders of the Court made under paragraph 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date Capitol and IDX agree in writing).

#### 3.2 Certificate

- (a) Capitol and IDX will provide to the Court on the Second Court Date a certificate in a form agreed by Capitol and IDX, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence (in the absence of manifest error) that such conditions precedent were satisfied, waived or taken to be waived.

#### 3.3 End Date

Without limiting any rights under the Implementation Deed, this Scheme will lapse and be of no further force or effect if:



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#### 4 Implementation of this Scheme

- (a) the Effective Date does not occur on or before the End Date; or
  - (b) either of the Implementation Deed or the Deed Poll is terminated in accordance with its terms,
- unless Capitol and IDX otherwise agree in writing.

## 4 Implementation of this Scheme

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### 4.1 Lodgement of Court orders with ASIC

If the conditions set out in clause 3.1 of this Scheme (other than the condition in clause 3.1(e)) are satisfied, Capitol must lodge with ASIC, in accordance with subsection 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as possible after the Court approves this Scheme and in any event by 5.00pm on the first Business Day after the day on which the Court order was made (or such later time as agreed with IDX).

### 4.2 Transfer of Scheme Shares

Subject to this Scheme becoming Effective in accordance with clause 4.1, the following actions will occur (in the order set out below), on the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5.1(a), clause 5.3(a)(1) and clause 5.4(a) or, if applicable, the payment of the amounts contemplated by clause ~~5.4(b)(2)~~5.4(b)(1), the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to IDX, without the need for any further act by any Scheme Shareholder (other than acts performed by Capitol, or its directors, officers or secretaries, as attorney and agent for Scheme Shareholders under clause 8.5), by:
  - (1) Capitol delivering to IDX a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by Capitol, for registration; and
  - (2) IDX duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to Capitol for registration;
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(2), but subject to the stamping of the Scheme Transfer (if required), Capitol must enter, or procure the entry of, the name of IDX in the Share Register as the registered holder of all the Scheme Shares; and
- (c) the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to IDX will, at the time of transfer of them to IDX, vest in IDX free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind.



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5 Scheme Consideration

## 5 Scheme Consideration

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### 5.1 Provision of Scheme Consideration

IDX must, subject to clauses 5.2, 5.3, 5.4, 5.5 and 5.7:

- (a) on or before the Implementation Date, issue the Scheme Consideration to the Scheme Shareholders and procure that the name and address of each Scheme Shareholder is entered in the IDX Register in respect of those New IDX Shares; and
- (b) procure that on or before the date that is 10 Business Days after the Implementation Date, a share certificate or holding statement (or equivalent document) is sent to the Registered Address of each Scheme Shareholder representing the number of New IDX Shares issued to the Scheme Shareholder pursuant to this Scheme.

### 5.2 Joint holders

In the case of Scheme Shares held in joint names:

- (a) the New IDX Shares to be issued under this Scheme must be issued to and registered in the names of the joint holders;
- (b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of Capitol, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders; and
- (c) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of Capitol, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders.

### 5.3 Ineligible Foreign Shareholders

- (a) IDX will be under no obligation to issue any New IDX Shares under this Scheme to any Ineligible Foreign Shareholder and instead:
  - (1) subject to clauses 5.4 and 5.7, IDX must, on or before the Implementation Date, issue the New IDX Shares which would otherwise be required to be issued to the Ineligible Foreign Shareholders under this Scheme to the Sale Agent;
  - (2) IDX must procure that as soon as reasonably practicable on or after the Implementation Date, the Sale Agent, in consultation with IDX sells or procures the sale of all the New IDX Shares issued to the Sale Agent and remits to IDX the proceeds of the sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (**Proceeds**);
  - (3) promptly after receiving the Proceeds in respect of the sale of all of the New IDX Shares referred to in clause 5.3(a)(1), IDX must pay, or procure the payment, to each Ineligible Foreign Shareholder, of the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent:

$$A = (B \div C) \times D$$

where



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B = the number of New IDX Shares that would otherwise have been issued to that Ineligible Foreign Shareholder had it not been an Ineligible Foreign Shareholder and which were issued to the Sale Agent;

C = the total number of New IDX Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and which were issued to the Sale Agent; and

D = the Proceeds (as defined in clause 5.3(a)(2)).

- (b) The Ineligible Foreign Shareholders acknowledge that none of IDX, Capitol or the Sale Agent gives any assurance as to the price that will be achieved for the sale of New IDX Shares described in clause 5.3(a) and Capitol, IDX and the Sale Agent expressly disclaim any fiduciary duty to the Ineligible Foreign Shareholders which may arise in connection with this clause 5.3.
- (c) IDX must make, or procure the making of, payments to Ineligible Foreign Shareholders under clause 5.3(a) by either (in the absolute discretion of IDX, and despite any election referred to in clause 5.3(c)(1) or authority referred to in clause 5.3(c)(2) made or given by the Scheme Shareholder):
  - (1) if an Ineligible Foreign Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the Capitol Registry to receive dividend payments from Capitol by electronic funds transfer to a bank account nominated by the Ineligible Foreign Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;
  - (2) paying or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Ineligible Foreign Shareholder by an appropriate authority from the Ineligible Foreign Shareholder to IDX; or
  - (3) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Ineligible Foreign Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Ineligible Foreign Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).
- (d) If IDX receives professional advice that any withholding or other tax is required by law or by a Government Agency to be withheld from a payment to an Ineligible Foreign Shareholder, IDX is entitled to withhold the relevant amount before making the payment to the Ineligible Foreign Shareholder (and payment of the reduced amount shall be taken to be full payment of the relevant amount for the purposes of this Scheme, including clause 5.3(a)(3)). IDX must pay any amount so withheld to the relevant taxation authorities within the time permitted by law, and, if requested in writing by the relevant Ineligible Foreign Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt or other evidence) to the relevant Ineligible Foreign Shareholder.
- (e) Each Ineligible Foreign Shareholder appoints IDX as its agent to receive on its behalf any financial services guide (or similar or equivalent document) or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Shareholders under the Corporations Act or any other applicable law.



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- (f) Payment of the amount calculated in accordance with clause 5.3(a) to an Ineligible Foreign Shareholder in accordance with this clause 5.3 satisfies in full the Ineligible Foreign Shareholder's right to Scheme Consideration.
- (g) Where the issue of New IDX Shares to which a Scheme Shareholder would otherwise be entitled under this Scheme would result in a breach of law:
  - (1) IDX will issue the maximum possible number of New IDX Shares to the Scheme Shareholder without giving rise to such a breach; and
  - (2) any further New IDX Shares to which that Scheme Shareholder is entitled, but the issue of which to the Scheme Shareholder would give rise to such a breach, will instead be issued to the Sale Agent and dealt with under the preceding provisions in this clause 5.3, as if a reference to Ineligible Foreign Shareholders also included that Scheme Shareholder and references to that person's New IDX Shares in that clause were limited to the New IDX Shares issued to the Sale Agent under this clause.

#### 5.4 Unmarketable Parcel Shareholders

IDX will be under no obligation to issue any New IDX Shares under this Scheme to an Unmarketable Parcel Shareholder and instead:

- (a) if there are Ineligible Foreign Shareholders and the process for dealing with the Scheme Consideration payable to Ineligible Foreign Shareholders set out in clause 5.3 applies, the New IDX Shares to which each Unmarketable Parcel Shareholder would otherwise be entitled will be treated under this Scheme as if the Unmarketable Parcel Shareholder was an Ineligible Foreign Shareholder (with the effect that the relevant New IDX Shares will be issued to the Sale Agent and sold under clause 5.3 and the proceeds dealt with in the same way as the proceeds of sale of the other New IDX Shares sold under clause 5.3, with each Unmarketable Parcel Shareholder being deemed to give the same acknowledgments and approvals in that regard as an Ineligible Foreign Shareholder); and
- (b) if there are no Ineligible Foreign Shareholders and, as a consequence, the process for dealing with the Scheme Consideration payable to Ineligible Foreign Shareholders set out in clause 5.3 does not apply:
  - (1) IDX must by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds an amount equal to the aggregate Market Value of the New IDX Shares to which all Unmarketable Parcel Shareholders would otherwise be entitled under this Scheme into an Australian dollar denominated trust account with an authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cth)) operated by Capitol as trustee for the Unmarketable Parcel Shareholders (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to IDX's account).
  - (2) [As soon as reasonably practicable On or after the Implementation Date \(and in any event no later than 3 Business Days after the Implementation Date\)](#), subject to the funds having been deposited in accordance with clause 5.4(b)(1), Capitol must pay or procure the payment from the trust account referred to in clause 5.4(b)(1) to each Unmarketable Parcel Shareholder such amount of cash as is due to that shareholder as consideration equal to the Market Value of the New IDX Shares that would have otherwise been issued to that



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Unmarketable Parcel Shareholder had it not been an Unmarketable Parcel Shareholder.

- (3) The obligations of Capitol under clause 5.4(b)(2) will be satisfied by Capitol (in its absolute discretion, and despite any election referred to in clause 5.4(b)(3)(A) or authority referred to in clause 5.4(b)(3)(B) made or given by the Unmarketable Parcel Shareholder):
    - (A) if an Unmarketable Parcel Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the Capitol Registry to receive dividend payments from Capitol by electronic funds transfer to a bank account nominated by the shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;
    - (B) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the shareholder by an appropriate authority from the shareholder to IDX; or
    - (C) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).
  - (4) Payment of the cash consideration to an Unmarketable Parcel Shareholder in accordance with clause 5.4(b)(2) satisfies in full the Unmarketable Parcel Shareholder's right to Scheme Consideration.
  - (5) To the extent that, following satisfaction of Capitol's obligations under clause 5.4(b)(2), there is a surplus in the amount held by Capitol as trustee for the Unmarketable Parcel Shareholders in the trust account referred to in that clause, that surplus must be paid by Capitol to IDX.
- (c) An Unmarketable Parcel Shareholder that is not an Ineligible Foreign Shareholder may elect that the provisions of this clause 5.4 not be applied to them by validly completing and returning before the Effective Date an election form available on request from the Capitol Registry, in which case they will receive the Scheme Consideration on implementation, subject to the terms of this Scheme.

## 5.5 Fractional entitlements and splitting

- (a) Where the calculation of the number of New IDX Shares to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a New IDX Share, the fractional entitlement will be rounded down to the nearest whole number of New IDX Shares (but, subject to clause 5.5(a), provided that such rounding will not create an entitlement to less than one New IDX Share).
- (a) If IDX is of the opinion, formed reasonably, that several Scheme Shareholders, have been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to the minimum provided in clause 5.5(a), IDX may direct Capitol to give notice to those Scheme Shareholders:
  - (1) setting out the names and Registered Addresses of all of them;



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5 Scheme Consideration

- (2) stating that opinion; and
- (3) attributing to one of them specifically identified in the notice the Capitol Shares held by all of them,

and, after the notice has been given, the Scheme Shareholder specifically identified in the notice is, for the purposes of this Scheme, be taken to hold all those Capitol Shares and each of the other Scheme Shareholders whose names are set out in the notice are, for the purposes of this Scheme, be taken to hold no Capitol Shares.

### 5.6 Unclaimed monies

- (a) IDX may cancel a cheque issued under this clause 5 if the cheque:
  - (1) is returned to Capitol or IDX; or
  - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Capitol or IDX (or the Capitol Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), IDX must reissue a cheque that was previously cancelled under this clause 5.6.
- (c) The *Unclaimed Money Act 2008* (Vic) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of that Act), but any interest or other benefit accrued from the unclaimed Scheme Consideration will be for the benefit of IDX.

### 5.7 Orders of a court or Government Agency

If written notice is given to Capitol (or the Capitol Registry) or IDX (or the IDX Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by IDX in accordance with this clause 5, then IDX shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- (b) prevents IDX from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment or issuance of such consideration is otherwise prohibited by applicable law, IDX shall be entitled to (as applicable):
  - (1) in the case of an Ineligible Foreign Shareholder or Unmarketable Parcel Shareholder, retain an amount, in Australian dollars, equal to the relevant shareholder's share of the Proceeds or consideration referred to in clause 5.4; or
  - (2) not to issue, or to issue to a trustee or nominee, such number of New IDX Shares as that Scheme Shareholder would otherwise be entitled to under clause 5.1,

until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by law.



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6 Dealings in Capitol Shares

### 5.8 Status of New IDX Shares

Subject to this Scheme becoming Effective, IDX must:

- (a) issue the New IDX Shares required to be issued by it under this Scheme on terms such that each such New IDX Share will rank equally in all respects with each existing IDX Share;
- (b) ensure that each such New IDX Share is duly and validly issued in accordance with all applicable laws and IDX's constitution, fully paid and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under IDX's constitution); and
- (c) use its reasonable endeavours to ensure that the New IDX Shares issued as Scheme Consideration will be listed for quotation on the official list of ASX with effect from the first Business Day after the date this Scheme becomes Effective (or such later date as ASX may require), initially on a deferred settlement basis and, with effect from the first Business Day after the Implementation Date, on an ordinary (T+2) settlement basis.

## 6 Dealings in Capitol Shares

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### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Capitol Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant Capitol Shares before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the Share Register is kept,

and Capitol must not accept for registration, nor recognise for any purpose (except a transfer to IDX pursuant to this Scheme and any subsequent transfer by IDX or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

### 6.2 Register

- (a) Capitol must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 6.1(b) before the Scheme Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires Capitol to register a transfer that would result in a Capitol Shareholder holding a parcel of Capitol Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a) 'marketable parcel' has the meaning given in the Operating Rules).
- (b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or otherwise deal with, or purport or agree to dispose of or otherwise deal with, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than



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7 Quotation of Capitol Shares

- pursuant to this Scheme, and any attempt to do so will have no effect and Capitol shall be entitled to disregard any such disposal or dealing.
- (c) For the purpose of determining entitlements to the Scheme Consideration, Capitol must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been provided to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
  - (d) All statements of holding for Capitol Shares will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Capitol Shares relating to that entry.
  - (e) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the first Business Day as from the Scheme Record Date, Capitol will ensure that details of the names, Registered Addresses and holdings of Capitol Shares for each Scheme Shareholder as shown in the Share Register are available to IDX in the form IDX reasonably requires.

## 7 Quotation of Capitol Shares

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- (a) Capitol must apply to ASX to suspend trading on the ASX in Capitol Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by IDX, Capitol must apply:
  - (1) for termination of the official quotation of Capitol Shares on the ASX; and
  - (2) to have itself removed from the official list of the ASX.

## 8 General Scheme provisions

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### 8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) Capitol may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which IDX has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which Capitol has consented to.

### 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
  - (1) agrees to the transfer of their Capitol Shares together with all rights and entitlements attaching to those Capitol Shares in accordance with this Scheme;



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8 General Scheme provisions

- (2) agrees to the variation, cancellation or modification (if any) of the rights attached to their Capitol Shares constituted by or resulting from this Scheme;
  - (3) agrees to, on the direction of Capitol, destroy any holding statements or share certificates relating to their Capitol Shares;
  - (4) that is issued IDX Shares agrees to become a member of IDX and to be bound by the terms of the constitution of IDX;
  - (5) who holds their Capitol Shares in a CHES Holding agrees to the conversion of those Capitol Shares to an Issuer Sponsored Holding and irrevocably authorises Capitol to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and
  - (6) acknowledges and agrees that this Scheme binds Capitol and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to Capitol and IDX on the Implementation Date, and appointed and authorised Capitol as its attorney and agent to warrant to IDX on the Implementation Date, that:
- (1) all their Capitol Shares (including any rights and entitlements attaching to those shares) will, at the time of transfer of them to IDX, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;
  - (2) they have full power and capacity to sell and transfer their Capitol Shares to IDX together with any rights and entitlements attaching to those shares; and
  - (3) they have no existing right to be issued any Capitol Shares, or any options, performance rights, securities or other instruments exercisable, or convertible, into Capitol Shares.
- (c) Capitol undertakes that it will provide such warranty in clause 8.2(b) to IDX as agent and attorney of each Scheme Shareholder.

### 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to IDX will, at the time of transfer of them to IDX vest in IDX free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5.1(a), IDX will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Capitol of IDX in the Share Register as the holder of the Scheme Shares.



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8 General Scheme provisions

#### 8.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5.1(a), and until Capitol registers IDX as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed IDX as attorney and agent (and directed IDX in each such capacity) to appoint any director, officer, secretary or agent nominated by IDX as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as IDX reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), IDX and any director, officer, secretary or agent nominated by IDX under clause 8.4(a) may act in the best interests of IDX as the intended registered holder of the Scheme Shares.

#### 8.5 Authority given to Capitol

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints Capitol and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against IDX, and Capitol undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against IDX on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints Capitol and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation):
  - (1) executing the Scheme Transfer; and
  - (2) executing and delivering any deed or document required by IDX, that causes each Scheme Shareholder to become a shareholder of IDX and to be bound by the constitution of IDX,

and Capitol accepts each such appointment. Capitol as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

#### 8.6 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Government Agency), all instructions, notifications or elections by a Scheme Shareholder to Capitol that are binding or deemed binding between the Scheme Shareholder and



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9 General

Capitol relating to Capitol or Capitol Shares, including instructions, notifications or elections relating to:

- (a) whether dividends are to be paid by cheque or into a specific bank account;
- (b) payments of dividends on Capitol Shares; and
- (c) notices or other communications from Capitol (including by email),

will be deemed from the Implementation Date (except to the extent determined otherwise by IDX in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to IDX and to be a binding instruction, notification or election to, and accepted by, IDX in respect of the New IDX Shares issued to that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to IDX at its registry.

### 8.7 Binding effect of Scheme

This Scheme binds Capitol and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Capitol.

## 9 General

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### 9.1 Stamp duty

IDX will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

### 9.2 Consent

Each of the Scheme Shareholders consents to Capitol doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, Capitol or otherwise.

### 9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Capitol, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Capitol's registered office or at the office of the Capitol Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Capitol Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.



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9 General

#### **9.4 Governing law**

- (a) This Scheme is governed by the laws in force in Victoria.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

#### **9.5 Further action**

Capitol must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

#### **9.6 No liability when acting in good faith**

Each Scheme Shareholder agrees that neither Capitol, IDX nor any director, officer, secretary or employee of any of those companies shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.



## Annexure B



Agreed form

## Scheme of arrangement

Capitol Health Limited

Scheme Shareholders

80 Collins Street Melbourne Vic 3000 Australia  
GPO Box 128 Melbourne Vic 3001 Australia

T +61 3 9288 1234 F +61 3 9288 1567  
herbertsmithfreehills.com DX 240 Melbourne

[9496153.46361768\_1]



## Scheme of arrangement

This scheme of arrangement is made under section 411 of the *Corporations Act 2001* (Cth)

Between the parties

### **Capitol Health Limited**

ACN 117 391 812 of Level 2, 228 Victoria Parade, East  
Melbourne VIC 3002

The **Scheme Shareholders**

## 1 Definitions, interpretation and scheme components

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### 1.1 Definitions

The meanings of the terms used in this Scheme are set out below.

<b>Term</b>	<b>Meaning</b>
<b>ASIC</b>	the Australian Securities and Investments Commission.
<b>ASX</b>	ASX Limited ACN 008 624 691 and, where the context requires, the financial market that it operates.
<b>Business Day</b>	a day that is not a Saturday, Sunday or a public holiday or bank holiday in Melbourne or Sydney.
<b>Capitol</b>	Capitol Health Limited ACN 117 391 812.
<b>Capitol Registry</b>	Computershare Investor Services Pty Limited ACN 078 279 277.
<b>Capitol Share</b>	a fully paid ordinary share in the capital of Capitol.



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1 Definitions, interpretation and scheme components

Term	Meaning
<b>Capitol Shareholder</b>	a person who is registered as the holder of a Capitol Share in the Share Register.
<b>CHESS</b>	the Clearing House Electronic Subregister System operated by ASX Settlement Pty Ltd ACN 008 504 532 and ASX Clear Pty Limited ACN 001 314 503.
<b>CHESS Holding</b>	has the meaning given in the Settlement Rules.
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Court</b>	the Federal Court of Australia or such other court of competent jurisdiction under the Corporations Act agreed to in writing by Capitol and IDX.
<b>Deed Poll</b>	the deed poll under which IDX agrees in favour of the Scheme Shareholders to perform the obligations attributed to IDX under this Scheme.
<b>Effective</b>	when used in relation to this Scheme, the coming into effect, under subsection 411(10) of the Corporations Act, of the order of the Court made under paragraph 411(4)(b) of the Corporations Act in relation to this Scheme.
<b>Effective Date</b>	the date on which this Scheme becomes Effective.
<b>End Date</b>	the date that is 9 months after the date of the Implementation Deed, or such other date as agreed between IDX and Capitol.
<b>Government Agency</b>	any foreign or Australian government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, or any minister of the Crown in right of the Commonwealth of Australia or any State, and any other federal, state, provincial, or local government, whether foreign or Australian.
<b>IDX</b>	Integral Diagnostics Limited ACN 130 832 816.
<b>IDX Register</b>	the register of shareholders maintained by IDX or its agent.



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1 Definitions, interpretation and scheme components

Term	Meaning
<b>IDX Registry</b>	Computershare Investor Services Pty Limited ACN 078 279 277.
<b>IDX Share</b>	a fully paid ordinary share in IDX.
<b>Implementation Date</b>	the fifth Business Day after the Scheme Record Date, or such other date after the Scheme Record Date as agreed in writing by Capitol and IDX.
<b>Implementation Deed</b>	the merger implementation deed dated 18 July 2024 between Capitol and IDX relating to the implementation of this Scheme.
<b>Ineligible Foreign Shareholder</b>	a Scheme Shareholder whose address shown in the Share Register on the Scheme Record Date is a place outside Australia and its external territories or New Zealand, unless IDX determines that it is lawful and not unduly onerous or impracticable to issue that Scheme Shareholder with New IDX Shares when this Scheme becomes Effective.
<b>Issuer Sponsored Holding</b>	has the meaning given in the Settlement Rules.
<b>Market Value</b>	in relation to New IDX Shares, the volume weighted average price of IDX Shares traded on ASX during the 5 trading days after the Second Court Date, as advised by IDX.
<b>New IDX Share</b>	an IDX Share to be issued to Scheme Shareholders under the Scheme.
<b>Registered Address</b>	in relation to a Capitol Shareholder, the address shown in the Share Register as at the Scheme Record Date.
<b>Sale Agent</b>	the sale agent appointed by IDX, to sell the New IDX Shares that are to be issued under clause 5.3(a)(1) of this Scheme.
<b>Scheme</b>	this scheme of arrangement under Part 5.1 of the Corporations Act between Capitol and the Scheme Shareholders, subject to any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by Capitol and IDX.



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1 Definitions, interpretation and scheme components

Term	Meaning
<b>Scheme Consideration</b>	for each Capitol Share held by a Scheme Shareholder as at the Scheme Record Date, 0.12849 New IDX Shares, subject to the terms of this Scheme.
<b>Scheme Meeting</b>	the meeting of the Capitol Shareholders ordered by the Court to be convened under subsection 411(1) of the Corporations Act to consider and vote on this Scheme and includes any meeting convened following any adjournment or postponement of that meeting.
<b>Scheme Record Date</b>	7.00pm on the second Business Day after the Effective Date or such other time as agreed in writing by Capitol and IDX.
<b>Scheme Shareholder</b>	a Capitol Shareholder as at the Scheme Record Date.
<b>Scheme Shares</b>	all Capitol Shares held by the Scheme Shareholders as at the Scheme Record Date.
<b>Scheme Transfer</b>	a duly completed and executed proper instrument of transfer in respect of the Scheme Shares for the purposes of section 1071B of the Corporations Act, in favour of IDX as transferee, which will be a master transfer of all or part of the Scheme Shares.
<b>Second Court Date</b>	the first day on which an application made to the Court for an order under paragraph 411(4)(b) of the Corporations Act approving the Scheme is heard or, if the application is adjourned or subject to appeal for any reason, the first day on which the adjourned application or appeal is heard.
<b>Settlement Rules</b>	the ASX Settlement Operating Rules, being the official operating rules of the settlement facility provided by ASX Settlement Pty Ltd ACN 008 504 532.
<b>Share Register</b>	the register of members of Capitol maintained by Capitol or the Capitol Registry in accordance with the Corporations Act.
<b>Unmarketable Parcel Shareholder</b>	a Scheme Shareholder who, based on their holding of Scheme Shares would, on implementation of the Scheme, be entitled to receive less than a marketable parcel (as that term is defined in the ASX Listing Rules) of New IDX Shares (assessed by reference to the price of IDX Shares on ASX at the close of trade on the trading day prior to the Scheme Record Date) as Scheme Consideration.



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1 Definitions, interpretation and scheme components

## 1.2 Interpretation

In this Scheme:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this Scheme;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Scheme have a corresponding meaning;
- (e) a reference to a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Scheme;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or reenactments of any of them (whether passed by the same or another Government Agency with legal power to do so);
- (h) a reference to a document (including this Scheme) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to '\$', 'A\$' or 'dollar' is to Australian currency;
- (j) a reference to any time is, unless otherwise indicated, a reference to that time in Melbourne, Victoria;
- (k) a term defined in or for the purposes of the Corporations Act, and which is not defined in clause 1.1, has the same meaning when used in this Scheme;
- (l) a reference to a party to a document includes that party's successors and permitted assignees;
- (m) no provision of this Scheme will be construed adversely to a party because that party was responsible for the preparation of this Scheme or that provision;
- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a reference to a body, other than a party to this Scheme (including an institute, association or authority), whether statutory or not:
  - (1) which ceases to exist; or
  - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (p) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (q) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (r) if an act prescribed under this Scheme to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day; and



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2 Preliminary matters

- (s) a reference to the Operating Rules or the Settlement Rules includes any variation, consolidation or replacement of these rules and is to be taken to be subject to any waiver or exemption granted to the compliance of those rules by a party.

### 1.3 Interpretation of inclusive expressions

Specifying anything in this Scheme after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### 1.4 Reasonable endeavours

Any provision of this Scheme that requires a party to use reasonable endeavours or all reasonable endeavours, or to take all steps reasonably necessary, to ensure that something is performed or occurs or does not occur does not include any obligation:

- (a) to procure absolutely that that thing is done or happens;
- (b) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person:
  - (1) in the form of an inducement or consideration to a third party; or
  - (2) in circumstances that are commercially onerous or unreasonable in the context of this Scheme,except for payment of any applicable fee for the lodgement or filing of any relevant application with any Government Agency or immaterial costs to procure that the thing is performed or occurs or does not occur;
- (c) to agree to commercially onerous or unreasonable terms in the context of this Scheme; or
- (d) to commence any legal action or proceeding against any person.

### 1.5 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

## 2 Preliminary matters

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- (a) Capitol is a listed public company limited by shares, registered in Western Australia, Australia, and has been admitted to the official list of the ASX. Capitol Shares are quoted for trading on the ASX.
- (b) IDX is a listed public company limited by shares, registered in Victoria, Australia, and has been admitted to the official list of the ASX and the IDX Shares are quoted for trading on the ASX.
- (c) Capitol and IDX have agreed, by executing the Implementation Deed, to implement this Scheme.
- (d) If this Scheme becomes Effective:
  - (1) IDX must provide or procure the provision of the Scheme Consideration to the Scheme Shareholders in accordance with this Scheme and the Deed Poll; and



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3 Conditions

- (2) all the Scheme Shares, and all the rights and entitlements attaching to them as at the Implementation Date, must be transferred to IDX and Capitol will enter the name of IDX in the Share Register in respect of the Scheme Shares.
- (e) This Scheme attributes actions to IDX but does not itself impose an obligation on it to perform those actions. IDX has agreed, by executing the Deed Poll, to perform the actions attributed to it under this Scheme, including the provision or procuring the provision of the Scheme Consideration to the Scheme Shareholders, subject to the Scheme becoming Effective.

### 3 Conditions

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#### 3.1 Conditions precedent

This Scheme is conditional on and will have no force or effect until, the satisfaction of each of the following conditions precedent:

- (a) all the conditions in clause 3.1 of the Implementation Deed (other than the condition in clause 3.1(f) of the Implementation Deed relating to Court approval of this Scheme) having been satisfied or waived in accordance with the terms of the Implementation Deed;
- (b) neither the Implementation Deed nor the Deed Poll having been terminated in accordance with their terms as at 8.00 am on the Second Court Date;
- (c) approval of this Scheme by the Court under paragraph 411(4)(b) of the Corporations Act, including with any alterations or conditions made or required by the Court under subsection 411(6) of the Corporations Act and agreed to in writing by Capitol and IDX;
- (d) such other conditions made or required by the Court under subsection 411(6) of the Corporations Act in relation to this Scheme and agreed to in writing by Capitol and IDX having been satisfied or waived; and
- (e) the orders of the Court made under paragraph 411(4)(b) (and, if applicable, subsection 411(6)) of the Corporations Act approving this Scheme coming into effect, pursuant to subsection 411(10) of the Corporations Act on or before the End Date (or any later date Capitol and IDX agree in writing).

#### 3.2 Certificate

- (a) Capitol and IDX will provide to the Court on the Second Court Date a certificate in a form agreed by Capitol and IDX, or such other evidence as the Court requests, confirming (in respect of matters within their knowledge) whether or not all of the conditions precedent in clauses 3.1(a) and 3.1(b) have been satisfied or waived.
- (b) The certificate referred to in clause 3.2(a) constitutes conclusive evidence (in the absence of manifest error) that such conditions precedent were satisfied, waived or taken to be waived.

#### 3.3 End Date

Without limiting any rights under the Implementation Deed, this Scheme will lapse and be of no further force or effect if:



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4 Implementation of this Scheme

- (a) the Effective Date does not occur on or before the End Date; or
  - (b) either of the Implementation Deed or the Deed Poll is terminated in accordance with its terms,
- unless Capitol and IDX otherwise agree in writing.

## 4 Implementation of this Scheme

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### 4.1 Lodgement of Court orders with ASIC

If the conditions set out in clause 3.1 of this Scheme (other than the condition in clause 3.1(e)) are satisfied, Capitol must lodge with ASIC, in accordance with subsection 411(10) of the Corporations Act, an office copy of the Court order approving this Scheme as soon as possible after the Court approves this Scheme and in any event by 5.00pm on the first Business Day after the day on which the Court order was made (or such later time as agreed with IDX).

### 4.2 Transfer of Scheme Shares

Subject to this Scheme becoming Effective in accordance with clause 4.1, the following actions will occur (in the order set out below), on the Implementation Date:

- (a) subject to the provision of the Scheme Consideration in the manner contemplated by clause 5.1(a), clause 5.3(a)(1) and clause 5.4(a) or, if applicable, the payment of the amounts contemplated by clause 5.4(b)(1), the Scheme Shares, together with all rights and entitlements attaching to the Scheme Shares as at the Implementation Date, must be transferred to IDX, without the need for any further act by any Scheme Shareholder (other than acts performed by Capitol, or its directors, officers or secretaries, as attorney and agent for Scheme Shareholders under clause 8.5), by:
  - (1) Capitol delivering to IDX a duly completed Scheme Transfer, executed on behalf of the Scheme Shareholders by Capitol, for registration; and
  - (2) IDX duly executing the Scheme Transfer, attending to the stamping of the Scheme Transfer (if required) and delivering it to Capitol for registration;
- (b) immediately following receipt of the Scheme Transfer in accordance with clause 4.2(a)(2), but subject to the stamping of the Scheme Transfer (if required), Capitol must enter, or procure the entry of, the name of IDX in the Share Register as the registered holder of all the Scheme Shares; and
- (c) the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to IDX will, at the time of transfer of them to IDX, vest in IDX free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind.



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5 Scheme Consideration

## 5 Scheme Consideration

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### 5.1 Provision of Scheme Consideration

IDX must, subject to clauses 5.2, 5.3, 5.4, 5.5 and 5.7:

- (a) on or before the Implementation Date, issue the Scheme Consideration to the Scheme Shareholders and procure that the name and address of each Scheme Shareholder is entered in the IDX Register in respect of those New IDX Shares; and
- (b) procure that on or before the date that is 10 Business Days after the Implementation Date, a share certificate or holding statement (or equivalent document) is sent to the Registered Address of each Scheme Shareholder representing the number of New IDX Shares issued to the Scheme Shareholder pursuant to this Scheme.

### 5.2 Joint holders

In the case of Scheme Shares held in joint names:

- (a) the New IDX Shares to be issued under this Scheme must be issued to and registered in the names of the joint holders;
- (b) any cheque required to be sent under this Scheme will be made payable to the joint holders and sent to either, at the sole discretion of Capitol, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders; and
- (c) any other document required to be sent under this Scheme, will be forwarded to either, at the sole discretion of Capitol, the holder whose name appears first in the Share Register as at the Scheme Record Date or to the joint holders.

### 5.3 Ineligible Foreign Shareholders

- (a) IDX will be under no obligation to issue any New IDX Shares under this Scheme to any Ineligible Foreign Shareholder and instead:
  - (1) subject to clauses 5.4 and 5.7, IDX must, on or before the Implementation Date, issue the New IDX Shares which would otherwise be required to be issued to the Ineligible Foreign Shareholders under this Scheme to the Sale Agent;
  - (2) IDX must procure that as soon as reasonably practicable on or after the Implementation Date, the Sale Agent, in consultation with IDX sells or procures the sale of all the New IDX Shares issued to the Sale Agent and remits to IDX the proceeds of the sale (after deduction of any applicable brokerage, stamp duty and other costs, taxes and charges) (**Proceeds**);
  - (3) promptly after receiving the Proceeds in respect of the sale of all of the New IDX Shares referred to in clause 5.3(a)(1), IDX must pay, or procure the payment, to each Ineligible Foreign Shareholder, of the amount 'A' calculated in accordance with the following formula and rounded down to the nearest cent:

$$A = (B \div C) \times D$$

where



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5 Scheme Consideration

B = the number of New IDX Shares that would otherwise have been issued to that Ineligible Foreign Shareholder had it not been an Ineligible Foreign Shareholder and which were issued to the Sale Agent;

C = the total number of New IDX Shares which would otherwise have been issued to all Ineligible Foreign Shareholders and which were issued to the Sale Agent; and

D = the Proceeds (as defined in clause 5.3(a)(2)).

- (b) The Ineligible Foreign Shareholders acknowledge that none of IDX, Capitol or the Sale Agent gives any assurance as to the price that will be achieved for the sale of New IDX Shares described in clause 5.3(a) and Capitol, IDX and the Sale Agent expressly disclaim any fiduciary duty to the Ineligible Foreign Shareholders which may arise in connection with this clause 5.3.
- (c) IDX must make, or procure the making of, payments to Ineligible Foreign Shareholders under clause 5.3(a) by either (in the absolute discretion of IDX, and despite any election referred to in clause 5.3(c)(1) or authority referred to in clause 5.3(c)(2) made or given by the Scheme Shareholder):
  - (1) if an Ineligible Foreign Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the Capitol Registry to receive dividend payments from Capitol by electronic funds transfer to a bank account nominated by the Ineligible Foreign Shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;
  - (2) paying or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the Ineligible Foreign Shareholder by an appropriate authority from the Ineligible Foreign Shareholder to IDX; or
  - (3) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the Ineligible Foreign Shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the Ineligible Foreign Shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).
- (d) If IDX receives professional advice that any withholding or other tax is required by law or by a Government Agency to be withheld from a payment to an Ineligible Foreign Shareholder, IDX is entitled to withhold the relevant amount before making the payment to the Ineligible Foreign Shareholder (and payment of the reduced amount shall be taken to be full payment of the relevant amount for the purposes of this Scheme, including clause 5.3(a)(3)). IDX must pay any amount so withheld to the relevant taxation authorities within the time permitted by law, and, if requested in writing by the relevant Ineligible Foreign Shareholder, provide a receipt or other appropriate evidence of such payment (or procure the provision of such receipt or other evidence) to the relevant Ineligible Foreign Shareholder.
- (e) Each Ineligible Foreign Shareholder appoints IDX as its agent to receive on its behalf any financial services guide (or similar or equivalent document) or other notices (including any updates of those documents) that the Sale Agent is required to provide to Ineligible Foreign Shareholders under the Corporations Act or any other applicable law.



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- (f) Payment of the amount calculated in accordance with clause 5.3(a) to an Ineligible Foreign Shareholder in accordance with this clause 5.3 satisfies in full the Ineligible Foreign Shareholder's right to Scheme Consideration.
- (g) Where the issue of New IDX Shares to which a Scheme Shareholder would otherwise be entitled under this Scheme would result in a breach of law:
  - (1) IDX will issue the maximum possible number of New IDX Shares to the Scheme Shareholder without giving rise to such a breach; and
  - (2) any further New IDX Shares to which that Scheme Shareholder is entitled, but the issue of which to the Scheme Shareholder would give rise to such a breach, will instead be issued to the Sale Agent and dealt with under the preceding provisions in this clause 5.3, as if a reference to Ineligible Foreign Shareholders also included that Scheme Shareholder and references to that person's New IDX Shares in that clause were limited to the New IDX Shares issued to the Sale Agent under this clause.

#### 5.4 Unmarketable Parcel Shareholders

IDX will be under no obligation to issue any New IDX Shares under this Scheme to an Unmarketable Parcel Shareholder and instead:

- (a) if there are Ineligible Foreign Shareholders and the process for dealing with the Scheme Consideration payable to Ineligible Foreign Shareholders set out in clause 5.3 applies, the New IDX Shares to which each Unmarketable Parcel Shareholder would otherwise be entitled will be treated under this Scheme as if the Unmarketable Parcel Shareholder was an Ineligible Foreign Shareholder (with the effect that the relevant New IDX Shares will be issued to the Sale Agent and sold under clause 5.3 and the proceeds dealt with in the same way as the proceeds of sale of the other New IDX Shares sold under clause 5.3, with each Unmarketable Parcel Shareholder being deemed to give the same acknowledgments and approvals in that regard as an Ineligible Foreign Shareholder); and
- (b) if there are no Ineligible Foreign Shareholders and, as a consequence, the process for dealing with the Scheme Consideration payable to Ineligible Foreign Shareholders set out in clause 5.3 does not apply:
  - (1) IDX must by no later than the Business Day before the Implementation Date, deposit, or procure the deposit of, in cleared funds an amount equal to the aggregate Market Value of the New IDX Shares to which all Unmarketable Parcel Shareholders would otherwise be entitled under this Scheme into an Australian dollar denominated trust account with an authorised deposit-taking institution (as defined in the *Banking Act 1959* (Cth)) operated by Capitol as trustee for the Unmarketable Parcel Shareholders (provided that any interest on the amounts deposited (less bank fees and other charges) will be credited to IDX's account).
  - (2) As soon as reasonably practicable on or after the Implementation Date (and in any event no later than 3 Business Days after the Implementation Date), subject to the funds having been deposited in accordance with clause 5.4(b)(1), Capitol must pay or procure the payment from the trust account referred to in clause 5.4(b)(1) to each Unmarketable Parcel Shareholder such amount of cash as is due to that shareholder as consideration equal to the Market Value of the New IDX Shares that would have otherwise been issued to that



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5 Scheme Consideration

- Unmarketable Parcel Shareholder had it not been an Unmarketable Parcel Shareholder.
- (3) The obligations of Capitol under clause 5.4(b)(2) will be satisfied by Capitol (in its absolute discretion, and despite any election referred to in clause 5.4(b)(3)(A) or authority referred to in clause 5.4(b)(3)(B) made or given by the Unmarketable Parcel Shareholder):
- (A) if an Unmarketable Parcel Shareholder has, before the Scheme Record Date, made a valid election in accordance with the requirements of the Capitol Registry to receive dividend payments from Capitol by electronic funds transfer to a bank account nominated by the shareholder, paying, or procuring the payment of, the relevant amount in Australian currency by electronic means in accordance with that election;
  - (B) paying, or procuring the payment of, the relevant amount in Australian currency by electronic means to a bank account nominated by the shareholder by an appropriate authority from the shareholder to IDX; or
  - (C) dispatching, or procuring the dispatch of, a cheque for the relevant amount in Australian currency to the shareholder by prepaid post to their Registered Address (as at the Scheme Record Date), such cheque being drawn in the name of the shareholder (or in the case of joint holders, in accordance with the procedures set out in clause 5.2).
- (4) Payment of the cash consideration to an Unmarketable Parcel Shareholder in accordance with clause 5.4(b)(2) satisfies in full the Unmarketable Parcel Shareholder's right to Scheme Consideration.
- (5) To the extent that, following satisfaction of Capitol's obligations under clause 5.4(b)(2), there is a surplus in the amount held by Capitol as trustee for the Unmarketable Parcel Shareholders in the trust account referred to in that clause, that surplus must be paid by Capitol to IDX.
- (c) An Unmarketable Parcel Shareholder that is not an Ineligible Foreign Shareholder may elect that the provisions of this clause 5.4 not be applied to them by validly completing and returning before the Effective Date an election form available on request from the Capitol Registry, in which case they will receive the Scheme Consideration on implementation, subject to the terms of this Scheme.

## 5.5 Fractional entitlements and splitting

- (a) Where the calculation of the number of New IDX Shares to be issued to a particular Scheme Shareholder would result in the Scheme Shareholder becoming entitled to a fraction of a New IDX Share, the fractional entitlement will be rounded down to the nearest whole number of New IDX Shares (but, subject to clause 5.5(a), provided that such rounding will not create an entitlement to less than one New IDX Share).
- (a) If IDX is of the opinion, formed reasonably, that several Scheme Shareholders, have been party to a shareholding splitting or division in an attempt to obtain an advantage by reference to the minimum provided in clause 5.5(a), IDX may direct Capitol to give notice to those Scheme Shareholders:
- (1) setting out the names and Registered Addresses of all of them;



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5 Scheme Consideration

- (2) stating that opinion; and
- (3) attributing to one of them specifically identified in the notice the Capitol Shares held by all of them,

and, after the notice has been given, the Scheme Shareholder specifically identified in the notice is, for the purposes of this Scheme, be taken to hold all those Capitol Shares and each of the other Scheme Shareholders whose names are set out in the notice are, for the purposes of this Scheme, be taken to hold no Capitol Shares.

### 5.6 Unclaimed monies

- (a) IDX may cancel a cheque issued under this clause 5 if the cheque:
  - (1) is returned to Capitol or IDX; or
  - (2) has not been presented for payment within six months after the date on which the cheque was sent.
- (b) During the period of 12 months commencing on the Implementation Date, on request in writing from a Scheme Shareholder to Capitol or IDX (or the Capitol Registry) (which request may not be made until the date which is 20 Business Days after the Implementation Date), IDX must reissue a cheque that was previously cancelled under this clause 5.6.
- (c) The *Unclaimed Money Act 2008* (Vic) will apply in relation to any Scheme Consideration which becomes 'unclaimed money' (as defined in section 3 of that Act), but any interest or other benefit accrued from the unclaimed Scheme Consideration will be for the benefit of IDX.

### 5.7 Orders of a court or Government Agency

If written notice is given to Capitol (or the Capitol Registry) or IDX (or the IDX Registry) of an order or direction made by a court of competent jurisdiction or by another Government Agency that:

- (a) requires consideration to be provided to a third party (either through payment of a sum or the issuance of a security) in respect of Scheme Shares held by a particular Scheme Shareholder, which would otherwise be payable or required to be issued to that Scheme Shareholder by IDX in accordance with this clause 5, then IDX shall be entitled to procure that provision of that consideration is made in accordance with that order or direction; or
- (b) prevents IDX from providing consideration to any particular Scheme Shareholder in accordance with this clause 5, or the payment or issuance of such consideration is otherwise prohibited by applicable law, IDX shall be entitled to (as applicable):
  - (1) in the case of an Ineligible Foreign Shareholder or Unmarketable Parcel Shareholder, retain an amount, in Australian dollars, equal to the relevant shareholder's share of the Proceeds or consideration referred to in clause 5.4; or
  - (2) not to issue, or to issue to a trustee or nominee, such number of New IDX Shares as that Scheme Shareholder would otherwise be entitled to under clause 5.1,

until such time as provision of the Scheme Consideration in accordance with this clause 5 is permitted by that (or another) order or direction or otherwise by law.



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6 Dealings in Capitol Shares

### 5.8 Status of New IDX Shares

Subject to this Scheme becoming Effective, IDX must:

- (a) issue the New IDX Shares required to be issued by it under this Scheme on terms such that each such New IDX Share will rank equally in all respects with each existing IDX Share;
- (b) ensure that each such New IDX Share is duly and validly issued in accordance with all applicable laws and IDX's constitution, fully paid and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under IDX's constitution); and
- (c) use its reasonable endeavours to ensure that the New IDX Shares issued as Scheme Consideration will be listed for quotation on the official list of ASX with effect from the first Business Day after the date this Scheme becomes Effective (or such later date as ASX may require), initially on a deferred settlement basis and, with effect from the first Business Day after the Implementation Date, on an ordinary (T+2) settlement basis.

## 6 Dealings in Capitol Shares

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### 6.1 Determination of Scheme Shareholders

To establish the identity of the Scheme Shareholders, dealings in Capitol Shares or other alterations to the Share Register will only be recognised if:

- (a) in the case of dealings of the type to be effected using CHESS, the transferee is registered in the Share Register as the holder of the relevant Capitol Shares before the Scheme Record Date; and
- (b) in all other cases, registrable transfer or transmission applications in respect of those dealings, or valid requests in respect of other alterations, are received before the Scheme Record Date at the place where the Share Register is kept,

and Capitol must not accept for registration, nor recognise for any purpose (except a transfer to IDX pursuant to this Scheme and any subsequent transfer by IDX or its successors in title), any transfer or transmission application or other request received after such times, or received prior to such times but not in registrable or actionable form, as appropriate.

### 6.2 Register

- (a) Capitol must register registrable transmission applications or transfers of the Scheme Shares that are received in accordance with clause 6.1(b) before the Scheme Record Date provided that, for the avoidance of doubt, nothing in this clause 6.2(a) requires Capitol to register a transfer that would result in a Capitol Shareholder holding a parcel of Capitol Shares that is less than a 'marketable parcel' (for the purposes of this clause 6.2(a) 'marketable parcel' has the meaning given in the Operating Rules).
- (b) If this Scheme becomes Effective, a holder of Scheme Shares (and any person claiming through that holder) must not dispose of or otherwise deal with, or purport or agree to dispose of or otherwise deal with, any Scheme Shares or any interest in them on or after the Scheme Record Date otherwise than



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7 Quotation of Capitol Shares

- pursuant to this Scheme, and any attempt to do so will have no effect and Capitol shall be entitled to disregard any such disposal or dealing.
- (c) For the purpose of determining entitlements to the Scheme Consideration, Capitol must maintain the Share Register in accordance with the provisions of this clause 6.2 until the Scheme Consideration has been provided to the Scheme Shareholders. The Share Register in this form will solely determine entitlements to the Scheme Consideration.
  - (d) All statements of holding for Capitol Shares will cease to have effect after the Scheme Record Date as documents of title in respect of those shares and, as from that date, each entry current at that date on the Share Register will cease to have effect except as evidence of entitlement to the Scheme Consideration in respect of the Capitol Shares relating to that entry.
  - (e) As soon as possible on or after the Scheme Record Date, and in any event by 5.00pm on the first Business Day as from the Scheme Record Date, Capitol will ensure that details of the names, Registered Addresses and holdings of Capitol Shares for each Scheme Shareholder as shown in the Share Register are available to IDX in the form IDX reasonably requires.

## 7 Quotation of Capitol Shares

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- (a) Capitol must apply to ASX to suspend trading on the ASX in Capitol Shares with effect from the close of trading on the Effective Date.
- (b) On a date after the Implementation Date to be determined by IDX, Capitol must apply:
  - (1) for termination of the official quotation of Capitol Shares on the ASX; and
  - (2) to have itself removed from the official list of the ASX.

## 8 General Scheme provisions

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### 8.1 Consent to amendments to this Scheme

If the Court proposes to approve this Scheme subject to any alterations or conditions:

- (a) Capitol may by its counsel consent on behalf of all persons concerned to those alterations or conditions to which IDX has consented; and
- (b) each Scheme Shareholder agrees to any such alterations or conditions which Capitol has consented to.

### 8.2 Scheme Shareholders' agreements and warranties

- (a) Each Scheme Shareholder:
  - (1) agrees to the transfer of their Capitol Shares together with all rights and entitlements attaching to those Capitol Shares in accordance with this Scheme;



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8 General Scheme provisions

- (2) agrees to the variation, cancellation or modification (if any) of the rights attached to their Capitol Shares constituted by or resulting from this Scheme;
  - (3) agrees to, on the direction of Capitol, destroy any holding statements or share certificates relating to their Capitol Shares;
  - (4) that is issued IDX Shares agrees to become a member of IDX and to be bound by the terms of the constitution of IDX;
  - (5) who holds their Capitol Shares in a CHES Holding agrees to the conversion of those Capitol Shares to an Issuer Sponsored Holding and irrevocably authorises Capitol to do anything necessary or expedient (whether required by the Settlement Rules or otherwise) to effect or facilitate such conversion; and
  - (6) acknowledges and agrees that this Scheme binds Capitol and all Scheme Shareholders (including those who do not attend the Scheme Meeting and those who do not vote, or vote against this Scheme, at the Scheme Meeting).
- (b) Each Scheme Shareholder is taken to have warranted to Capitol and IDX on the Implementation Date, and appointed and authorised Capitol as its attorney and agent to warrant to IDX on the Implementation Date, that:
- (1) all their Capitol Shares (including any rights and entitlements attaching to those shares) will, at the time of transfer of them to IDX, be fully paid and free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise, and restrictions on transfer of any kind;
  - (2) they have full power and capacity to sell and transfer their Capitol Shares to IDX together with any rights and entitlements attaching to those shares; and
  - (3) they have no existing right to be issued any Capitol Shares, or any options, performance rights, securities or other instruments exercisable, or convertible, into Capitol Shares.
- (c) Capitol undertakes that it will provide such warranty in clause 8.2(b) to IDX as agent and attorney of each Scheme Shareholder.

### 8.3 Title to and rights in Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares (including all rights and entitlements attaching to the Scheme Shares) transferred under this Scheme to IDX will, at the time of transfer of them to IDX vest in IDX free from all mortgages, charges, liens, encumbrances, pledges, security interests (including any 'security interests' within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth)) and interests of third parties of any kind, whether legal or otherwise and free from any restrictions on transfer of any kind.
- (b) Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5.1(a), IDX will be beneficially entitled to the Scheme Shares to be transferred to it under this Scheme pending registration by Capitol of IDX in the Share Register as the holder of the Scheme Shares.



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8 General Scheme provisions

#### 8.4 Appointment of sole proxy

Immediately upon the provision of the Scheme Consideration to each Scheme Shareholder in the manner contemplated by clause 5.1(a), and until Capitol registers IDX as the holder of all Scheme Shares in the Share Register, each Scheme Shareholder:

- (a) is deemed to have irrevocably appointed IDX as attorney and agent (and directed IDX in each such capacity) to appoint any director, officer, secretary or agent nominated by IDX as its sole proxy and, where applicable or appropriate, corporate representative to attend shareholders' meetings, exercise the votes attaching to the Scheme Shares registered in their name and sign any shareholders' resolution or document;
- (b) must not attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to clause 8.4(a));
- (c) must take all other actions in the capacity of a registered holder of Scheme Shares as IDX reasonably directs; and
- (d) acknowledges and agrees that in exercising the powers referred to in clause 8.4(a), IDX and any director, officer, secretary or agent nominated by IDX under clause 8.4(a) may act in the best interests of IDX as the intended registered holder of the Scheme Shares.

#### 8.5 Authority given to Capitol

Each Scheme Shareholder, without the need for any further act:

- (a) on the Effective Date, irrevocably appoints Capitol and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of enforcing the Deed Poll against IDX, and Capitol undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against IDX on behalf of and as agent and attorney for each Scheme Shareholder; and
- (b) on the Implementation Date, irrevocably appoints Capitol and each of its directors, officers and secretaries (jointly and each of them severally) as its attorney and agent for the purpose of executing any document or doing or taking any other act necessary, desirable or expedient to give effect to this Scheme and the transactions contemplated by it, including (without limitation):
  - (1) executing the Scheme Transfer; and
  - (2) executing and delivering any deed or document required by IDX, that causes each Scheme Shareholder to become a shareholder of IDX and to be bound by the constitution of IDX,

and Capitol accepts each such appointment. Capitol as attorney and agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 8.5 to all or any of its directors, officers, secretaries or employees (jointly, severally or jointly and severally).

#### 8.6 Instructions and elections

If not prohibited by law (and including where permitted or facilitated by relief granted by a Government Agency), all instructions, notifications or elections by a Scheme Shareholder to Capitol that are binding or deemed binding between the Scheme Shareholder and



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9 General

Capitol relating to Capitol or Capitol Shares, including instructions, notifications or elections relating to:

- (a) whether dividends are to be paid by cheque or into a specific bank account;
- (b) payments of dividends on Capitol Shares; and
- (c) notices or other communications from Capitol (including by email),

will be deemed from the Implementation Date (except to the extent determined otherwise by IDX in its sole discretion), by reason of this Scheme, to be made by the Scheme Shareholder to IDX and to be a binding instruction, notification or election to, and accepted by, IDX in respect of the New IDX Shares issued to that Scheme Shareholder until that instruction, notification or election is revoked or amended in writing addressed to IDX at its registry.

### 8.7 Binding effect of Scheme

This Scheme binds Capitol and all of the Scheme Shareholders (including those who did not attend the Scheme Meeting to vote on this Scheme, did not vote at the Scheme Meeting, or voted against this Scheme at the Scheme Meeting) and, to the extent of any inconsistency, overrides the constitution of Capitol.

## 9 General

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### 9.1 Stamp duty

IDX will:

- (a) pay all stamp duty and any related fines and penalties in respect of this Scheme and the Deed Poll, the performance of the Deed Poll and each transaction effected by or made under this Scheme and the Deed Poll; and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 9.1(a).

### 9.2 Consent

Each of the Scheme Shareholders consents to Capitol doing all things necessary or incidental to, or to give effect to, the implementation of this Scheme, whether on behalf of the Scheme Shareholders, Capitol or otherwise.

### 9.3 Notices

- (a) If a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Capitol, it will not be taken to be received in the ordinary course of post or on a date and time other than the date and time (if any) on which it is actually received at Capitol's registered office or at the office of the Capitol Registry.
- (b) The accidental omission to give notice of the Scheme Meeting or the non-receipt of such notice by a Capitol Shareholder will not, unless so ordered by the Court, invalidate the Scheme Meeting or the proceedings of the Scheme Meeting.



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9 General

#### **9.4 Governing law**

- (a) This Scheme is governed by the laws in force in Victoria.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this Scheme. The parties irrevocably waive any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

#### **9.5 Further action**

Capitol must do all things and execute all documents necessary to give full effect to this Scheme and the transactions contemplated by it.

#### **9.6 No liability when acting in good faith**

Each Scheme Shareholder agrees that neither Capitol, IDX nor any director, officer, secretary or employee of any of those companies shall be liable for anything done or omitted to be done in the performance of this Scheme or the Deed Poll in good faith.